

**SAN JOSE McENERY CONVENTION CENTER  
TEMPORARY EXPANSION CCTV AND LIFE SAFETY PROJECT**

**SECTION 00300**

**PROPOSAL FORM**

**PROPOSAL TO THE REDEVELOPMENT AGENCY OF THE CITY OF SAN JOSE**

**FOR THE**

**SAN JOSE McENERY CONVENTION CENTER  
TEMPORARY EXPANSION CCTV AND LIFE SAFETY PROJECT**

Name of Bidder: \_\_\_\_\_

The representations herein are made under penalty of perjury.

To:           The Redevelopment Agency of the City of San Jose  
              200 East Santa Clara Street, 14<sup>th</sup> Floor Tower  
              San Jose, California 95113

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans and Specifications prepared by Patri Merker, dated October 16, 2006, on file in the office of the Director of Project Management of the Redevelopment Agency of the City of San Jose, 200 East Santa Clara Street, 14<sup>th</sup> Floor Tower, San Jose, California 95113, that the bidder has thoroughly examined said Plans and Specifications which are on file in the office of the Agency's Director of Project Management, and that the bidder has full knowledge of and understands said Plans and Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Plans and Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the Redevelopment Agency of the City of San Jose, in the form of the copy of the contract on file in the office of the Agency's Director of Project Management, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City and Agency as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications and Bid Documents, and to do all other things required of the Contractor by the contract.

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names

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of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such corporation, the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business as (insert fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the Agency prior to opening bids or submitted with the bid; otherwise, the bid may, at the Agency's option, be disregarded as non-responsive.

**BASE BID AMOUNT**

**Total Base Bid**

Lump sum price for the furnishing of all labor, materials, services, equipment, fringe benefits, taxes, insurance, overhead and profit and any other costs or expenses necessary to perform:

\_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_)

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The above base bid includes all addenda issued by the Agency.

**AWARD OF CONTRACT**

- A. Basis for Award: The lowest bid shall be determined on the basis of the Base Bid, without consideration of additive or deductive alternates, if any.
1. The award of the contract, if it is to be awarded, will be to the lowest responsive and responsible bidder. The award, if made, is expected to be made on or about January 9, 2007.
  2. The Owner-Contractor Agreement shall be signed by the successful bidder and returned, together with the labor compliance documentation, contract bonds and insurance, within eight (8) calendar days, not including Sundays and legal holidays, after the bidder has received notice by certified mail with return receipt requested, or by hand delivery that the contract has been awarded. Any delay caused by the successful bidder in the delivery of the Owner-Contractor Agreement executed by the Contractor, labor compliance documentation, bonds and insurance within eight (8) calendar days shall not be cause for extension of the Completion Date.
  3. Successful bidder shall file at least the minimum insurance requirements as outlined in Article 11 of the General Conditions.
  4. If the successful bidder refuses or fails to execute the Owner-Contractor Agreement and provide the required labor compliance documentation, bonds and insurance policies and certificates, the Agency Board may award the contract to the second lowest responsible bidder. If the second lowest responsible bidder refuses or fails to execute the contract and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be forfeited to the Agency and the Agency Board may award the contract to the third lowest responsible bidder. On failure or refusal of the third lowest responsible bidder to whom any such contract is so awarded, to execute the same and provide the required labor compliance documentation, bonds and insurance policies and certificates, such bidder's bid security shall be likewise forfeited to the Agency. The Agency Board may at any time re-advertise for bids, or may provide that the work shall be done by the Agency's employees to the extent that such may be authorized by law.
  5. If the successful bidder fails to execute the contract or fails to provide satisfactory evidence of compliance with Article 6 of the Instructions to Bidders within the time specified in the Invitation For Bids or in the specifications referred to therein, the amount of the security may be

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declared forfeited to the Agency and all bonds so forfeited may be prosecuted.

- B. It is understood that the Agency reserves the right to reject this bid but that it shall remain open and not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening.
- C. If written acceptance is mailed or delivered to the undersigned before bid is withdrawn by written notification to Agency, undersigned will execute and deliver a contract to Agency in accordance with this bid as accepted.

**TIME OF COMPLETION**

- A. The Work under the Contract shall proceed pursuant to and in accordance with a written notice from Owner to Contractor to proceed ("Notice to Proceed"). It is anticipated that the Notice to Proceed will be issued on or about January 17, 2007. Contractor shall diligently commence performance of the Work on the date specified in the Notice to Proceed. Contractor shall complete performance of the entire Work (as defined in Article 8 of the General Conditions) on or before one hundred twenty (120) consecutive calendar days after the date of issuance of the Notice to Proceed ("Scheduled Completion Date").
- B.
  - 1. Contractor shall begin Work in accordance with the Notice to Proceed, and shall diligently prosecute the Contract to completion within the time limits specified.
  - 2. Should Contractor begin work in advance of receiving notice that Contract has been approved by the Agency, any work performed by Contractor in advance of date of approval shall be considered as having been done by Contractor at Contractor's own risk.

**IDENTIFICATION**

- A. Notice of acceptance, or request for additional information, may be addressed to the undersigned at the address set forth below.
- B. The names of all persons interested in the foregoing bid as principals are:

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**Important Notice:** If a corporation, give legal name of corporation, state where incorporated, and names of president and secretary; if a partnership, give name

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of firm and names of all individual co-partners composing the firm; if an individual, give first and last names in full.

- C. Contractor's License: Contractor is licensed in accordance with an act for registration of contractors with the following Contractor's License number issued by the California Contractor's State License Board:

Class \_\_\_\_\_ License No. \_\_\_\_\_  
Expiration Date \_\_\_\_\_.

- D. Signature of person(s) with legal authority to sign contracts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- E. Business Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUPPLEMENTS TO PROPOSAL FORM**

In addition to all information required in the Instructions to Bidders, accompanying this Proposal Form are the following documents completely filled in by the bidder and hereby made a part hereof:

- A. Bidder's Bond or other Bid security (Section 00400).
- B. Statement of Qualifications and Experience of Bidder (Section 00410).
- C. List of Subcontractors (Section 00420).
- D. Affidavit of Financial Statement and Noncollusion (Section 00430).

In addition, Bidder has received the following, to be completed and returned with Contract following award:

Contractor's Performance Bond (Section 00510)

Labor and Payment Material Bond (Section 00511)

Labor Compliance Documentation (Section 00512).

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If this bid proposal shall be accepted and the undersigned shall fail to contract, and to give the labor compliance documentation, Contractor's Performance Bond and the Contractor's Labor and Material Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the Redevelopment Agency of the City of San Jose, the Agency may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this bid shall operate and the same shall be the property of the Redevelopment Agency of the City of San Jose.

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this bid are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. A cashier's check or a certified check made payable to the Redevelopment Agency of the City of San Jose, or a bidder's bond executed by an admitted surety insurer naming the Agency as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternates.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor, the description of work to be done by each subcontractor, and the value of the subcontract.
3. A statement of qualifications and experience of bidder.
4. Executed Affidavit of Financial Statement and Noncollusion

The Agency may, at its option, request additional supplemental information after bid opening.

Bidder understands that the Redevelopment Agency of the City of San Jose reserves the right to reject any or all bids and to waive any informality in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age,

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religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

The undersigned declares under penalty of perjury that the information contained in this bid and all accompanying documents are true and correct.

Executed on \_\_\_\_\_

\_\_\_\_\_  
Legal Company Name

\_\_\_\_\_  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

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By: \_\_\_\_\_

Title: \_\_\_\_\_

City Business License No.: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

State Contractor Lic. No.: \_\_\_\_\_

Classification: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

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State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC

a notary in and for such state, personally appeared

\_\_\_\_\_  
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledges to me that he/she/they executed the same in his/her/their authorized capacity(ies) , and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

END OF SECTION 00300